

DEVELOPMENT AGREEMENT

PARTIES:

- 1. City of Meridian**
- 2. 2 North Homes LLC, Owner/Developer**

THIS DEVELOPMENT AGREEMENT (this Agreement), is made and entered into this _____ day of _____, 2023, by and between **City of Meridian**, a municipal corporation of the State of Idaho, hereafter called CITY, whose address is 33 E. Broadway Avenue, Meridian, Idaho 83642, and **2 North Homes LLC**, hereinafter called OWNER/DEVELOPER, whose address is P.O. Box 140798, Garden City, Idaho 83714.

1. RECITALS:

- 1.1 **WHEREAS**, Owner/Developer is the sole owner, in law and/or equity, of certain tracts of land in the County of Ada, State of Idaho, described in Exhibit “A”, which is attached hereto and by this reference incorporated herein as if set forth in full, herein after referred to as the Property; and
- 1.2 **WHEREAS**, Idaho Code § 67-6511A provides that cities may, by ordinance, require or permit as a condition of annexation and zoning that the Owner and/or Developer make a written commitment concerning the use or development of the subject Property; and
- 1.3 **WHEREAS**, City has exercised its statutory authority by the enactment of Section 11-5B-3 of the Unified Development Code (“UDC”), which authorizes development agreements upon the annexation and/or re-zoning of land; and
- 1.4 **WHEREAS**, Owner/Developer has submitted an application for annexation and zoning of two (2) acres of land with the R-8 (Medium-Density Residential) Zoning District on the property as shown in Exhibit “A” under the Unified Development Code, which generally describes how the Property will be developed and what improvements will be made; and
- 1.5 **WHEREAS**, Owner/Developer made representations at the public hearings before Planning and Zoning Commission and the Meridian City Council as to how the Property will be developed and what improvements will be made; and
- 1.6 **WHEREAS**, the record of the proceedings for requested annexation and zoning held before Planning and Zoning Commission and the City Council includes responses of government subdivisions providing services within the City of Meridian planning jurisdiction and includes further testimony and comment; and
- 1.7 **WHEREAS**, on the 27th day of June, 2023, the Meridian City Council approved certain Findings of Fact and Conclusions of Law and Decision and Order

(“Findings”), which have been incorporated into this Agreement and attached as Exhibit “B”; and

- 1.8 **WHEREAS**, the Findings require the Owner/Developer to enter into a Development Agreement before the City Council takes final action on final plat; and
- 1.9 **WHEREAS**, Owner/Developer deem it to be in their best interest to be able to enter into this Agreement and acknowledges that this Agreement was entered into voluntarily and at its urging and request; and
- 1.10 **WHEREAS**, City requires the Owner/Developer to enter into a development agreement for the purpose of ensuring that the Property is developed and the subsequent use of the Property is in accordance with the terms and conditions of this Agreement, herein being established as a result of evidence received by the City in the proceedings for zoning designation from government subdivisions providing services within the planning jurisdiction and from affected property owners and to ensure zoning designation is in accordance with the amended Comprehensive Plan of the City of Meridian on December 19, 2019, Resolution No. 19-2179, and the UDC, Title 11.

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein, the parties agree as follows:

2. **INCORPORATION OF RECITALS:** That the above recitals are contractual and binding and are incorporated herein as if set forth in full.
3. **DEFINITIONS:** For all purposes of this Agreement the following words, terms, and phrases herein contained in this section shall be defined and interpreted as herein provided for, unless the clear context of the presentation of the same requires otherwise:
 - 3.1 **CITY:** means and refers to the **City of Meridian**, a party to this Agreement, which is a municipal Corporation and government subdivision of the state of Idaho, organized and existing by virtue of law of the State of Idaho, whose address is 33 East Broadway Avenue, Meridian, Idaho 83642.
 - 3.2 **OWNER/DEVELOPER:** means and refers to **2 North Homes LLC**, whose address is P.O. Box 140798, Garden City, Idaho 83714, hereinafter called OWNER/DEVELOPER, the party that owns said Property and shall include any subsequent owner(s) of the Property.
 - 3.3 **PROPERTY:** means and refers to those certain parcels of Property located in the County of Ada, City of Meridian as in Exhibit “A” describing parcels bound by this Development Agreement and attached hereto and by this reference incorporated herein as if set forth at length.
4. **USES PERMITTED BY THIS AGREEMENT:** This Agreement shall vest the right to develop the Property in accordance with the terms and conditions of this Agreement.
 - 4.1 The uses allowed pursuant to this Agreement are only those uses allowed under the UDC.

4.2 No change in the uses specified in this Agreement shall be allowed without modification of this Agreement.

5. **CONDITIONS GOVERNING DEVELOPMENT OF SUBJECT PROPERTY:**

5.1. Owner/Developer shall develop the Property in accordance with the following special conditions:

- a. Future development of this site shall be generally consistent with the combined preliminary/final plat, common driveway exhibit, landscape plan and conceptual building elevations included in Section VIII of the Staff Report attached to the Findings of Fact and Conclusions of Law attached hereto as Exhibit "B" and the provisions contained herein.
- b. The existing home shall connect to City water and sewer service within 60 days of it becoming available and disconnect from private service, as set forth in MCC 9-1-4 and 9-4-8.
- c. The address of the existing home shall change with development.
- d. Provide a 10-foot-wide detached sidewalk within the required street buffer along N. Meridian Rd.
- e. A new garage for the existing home shall be constructed in accord with the off-street parking standards listed in UDC Table 11-3C-6 for single-family detached dwellings prior to City Engineer signature on the final plat.
- f. The rear and/or sides of homes facing N. Meridian Rd. and W. Producer Dr. shall incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public streets.

6. **COMPLIANCE PERIOD** This Agreement must be fully executed within six (6) months after the date of the Findings for the annexation and zoning or it is null and void.

7. **DEFAULT/CONSENT TO DE-ANNEXATION AND REVERSAL OF ZONING DESIGNATION:**

7.1 **Acts of Default.** In the event Owner/Developer, or Owner/Developer's heirs, successors, assigns, or subsequent owners of the Property or any other person acquiring an interest in the Property, fail to faithfully comply with all of the terms and conditions included in this Agreement in connection with the Property, this Agreement may be terminated by the City upon compliance with the requirements of the Zoning Ordinance.

7.2 **Notice and Cure Period.** In the event of Owner/Developer's default of this agreement, Owner/Developer shall have thirty (30) days from receipt of written

notice from City to initiate commencement of action to correct the breach and cure the default, which action must be prosecuted with diligence and completed within one hundred eighty (180) days; provided, however, that in the case of any such default that cannot with diligence be cured within such one hundred eighty (180) day period, then the time allowed to cure such failure may be extended for such period as may be necessary to complete the curing of the same with diligence and continuity.

7.3 **Remedies.** In the event of default by Owner/Developer that is not cured after notice from City as described in Section 7.2, City shall, upon satisfaction of the notice and hearing procedures set forth in Idaho Code section 67-6511A, have the right, but not a duty, to de-annex all or a portion of the Property, reverse the zoning designations described herein, and terminate City services to the de-annexed Property, including water service and/or sewer service. Further, City shall have the right to file an action at law or in equity to enforce the provisions of this Agreement. Because the covenants, agreements, conditions, and obligations contained herein are unique to the Property and integral to City's decision to annex and/or re-zone the Property, City and Owner/Developer stipulate that specific performance is an appropriate, but not exclusive, remedy in the event of default. Owner/Developer reserves all rights to contest whether a default has occurred.

7.4 **Choice of Law and Venue.** This Agreement and the rights of the parties hereto shall be governed by and construed in accordance with the laws of the State of Idaho, including all matters of construction, validity, performance, and enforcement. Any action brought by any party hereto shall be brought within Ada County, Idaho.

7.5 **Delay.** In the event the performance of any covenant to be performed hereunder by either Owner/Developer or City is delayed for causes that are beyond the reasonable control of the party responsible for such performance, which shall include, without limitation, acts of civil disobedience, strikes or similar causes, the time for such performance shall be extended by the amount of time of such delay.

7.6 **Waiver.** A waiver by City of any default by Owner/Developer of any one or more of the covenants or conditions hereof shall apply solely to the default and defaults waived and shall neither bar any other rights or remedies of City nor apply to any subsequent default of any such or other covenants and conditions.

8. **INSPECTION:** Owner/Developer shall, immediately upon completion of any portion or the entirety of said development of the Property as required by this Agreement or by City ordinance or policy, notify the City Engineer and request the City Engineer's inspections and written approval of such completed improvements or portion thereof in accordance with the terms and conditions of this Agreement and all other ordinances of the City that apply to said Property.

9. **REQUIREMENT FOR RECORDATION:** City shall record this Agreement, including all of the Exhibits, and submit proof of such recording to Owner/Developer, prior to the third reading of the Meridian Zoning Ordinance in connection with the annexation and zoning of the Property by the City Council. If for any reason after such recordation, the City Council fails to adopt the ordinance in connection with the annexation and zoning

of the Property contemplated hereby, the City shall execute and record an appropriate instrument of release of this Agreement.

10. **ZONING:** City shall, following recordation of the duly approved Agreement, enact a valid and binding ordinance zoning the Property as specified herein.
11. **SURETY OF PERFORMANCE:** The City may also require surety bonds, irrevocable letters of credit, cash deposits, certified check or negotiable bonds, as allowed under the UDC, to insure the installation of required improvements, which the Owner/Developer agree to provide, if required by the City.
12. **CERTIFICATE OF OCCUPANCY:** No Certificates of Occupancy shall be issued in any phase in which the improvements have not been installed, completed, and accepted by the City, or sufficient surety of performance is provided by Owner/Developer to the City in accordance with Paragraph 11 above.
13. **ABIDE BY ALL CITY ORDINANCES:** That Owner/Developer agree to abide by all ordinances of the City of Meridian unless otherwise provided by this Agreement.
14. **NOTICES:** Any notice desired by the parties and/or required by this Agreement shall be deemed delivered if and when personally delivered or three (3) days after deposit in the United States Mail, registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

CITY:	with copy to:
City Clerk	City Attorney
City of Meridian	City of Meridian
33 E. Broadway Ave.	33 E. Broadway Avenue
Meridian, Idaho 83642	Meridian, Idaho 83642

OWNER/DEVELOPER:
2 North Homes LLC
P.O. Box 140798
Garden City, Idaho 83714

14.1 A party shall have the right to change its address by delivering to the other party a written notification thereof in accordance with the requirements of this section.

15. **ATTORNEY FEES:** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney's fees as determined by a Court of competent jurisdiction. This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination or forfeiture of this Agreement.
16. **TIME IS OF THE ESSENCE:** The parties hereto acknowledge and agree that time is strictly of the essence with respect to each and every term, condition and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of and a default under this Agreement by the other party so failing to perform.

17. **BINDING UPON SUCCESSORS:** This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, successors, assigns and personal representatives, including City's corporate authorities and their successors in office. This Agreement shall be binding on the Owner/Developer, each subsequent owner and any other person acquiring an interest in the Property. Nothing herein shall in any way prevent sale or alienation of the Property, or portions thereof, except that any sale or alienation shall be subject to the provisions hereof and any successor owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed. City agrees, upon written request of Owner and/or Developer, to execute appropriate and recordable evidence of termination of this Agreement if City, in its sole and reasonable discretion, had determined that Owner and/or Developer have fully performed their obligations under this Agreement.
18. **INVALID PROVISION:** If any provision of this Agreement is held not valid by a court of competent jurisdiction, such provision shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any of the other provisions contained herein.
19. **DUTY TO ACT REASONABLY:** Unless otherwise expressly provided, each party shall act reasonably in giving any consent, approval, or taking any other action under this Agreement.
20. **COOPERATION OF THE PARTIES:** In the event of any legal or equitable action or other proceeding instituted by any third party (including a governmental entity or official) challenging the validity of any provision in this Agreement, the parties agree to cooperate in defending such action or proceeding.
21. **FINAL AGREEMENT:** This Agreement sets forth all promises, inducements, agreements, condition and understandings between Owner/Developer and City relative to the subject matter hereof, and there are no promises, agreements, conditions or understanding, either oral or written, express or implied, between Owner/Developer and City, other than as are stated herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and signed by them or their successors in interest or their assigns, and pursuant, with respect to City, to a duly adopted ordinance or resolution of City.
- 21.1 No condition governing the uses and/or conditions governing annexation and zoning of the subject Property herein provided for can be modified or amended without the approval of the City Council after the City has conducted public hearing(s) in accordance with the notice provisions provided for a zoning designation and/or amendment in force at the time of the proposed amendment.
22. **EFFECTIVE DATE OF AGREEMENT:** This Agreement shall be effective on the date the Meridian City Council shall adopt the amendment to the Meridian Zoning Ordinance in connection with the annexation and zoning of the Property and execution of the Mayor and City Clerk.

[end of text; acknowledgements, signatures and Exhibits A and B follow]

EXHIBIT A

ANNEXATION FOR 2 NORTH HOMES

A parcel of land lying in the S 1/2 of the NE 1/4 of Section 25, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at a Brass Cap marking the NE corner of Section 25; thence along the East Section line S.0° 24' 56" W., 2,391.71 feet to a point monumented by a 5/8 inch iron pin, said point being the POINT OF BEGINNING;

Thence S.0° 24' 56" W., continuing along the east line of Section 25 209.45 feet to a point;

Thence N 89° 25' 24" W along the north line of lots 4 and 5 block 49 of Paramount Subdivision No. 21 329.09 feet to a point monumented by a 5/8 inch iron pin;

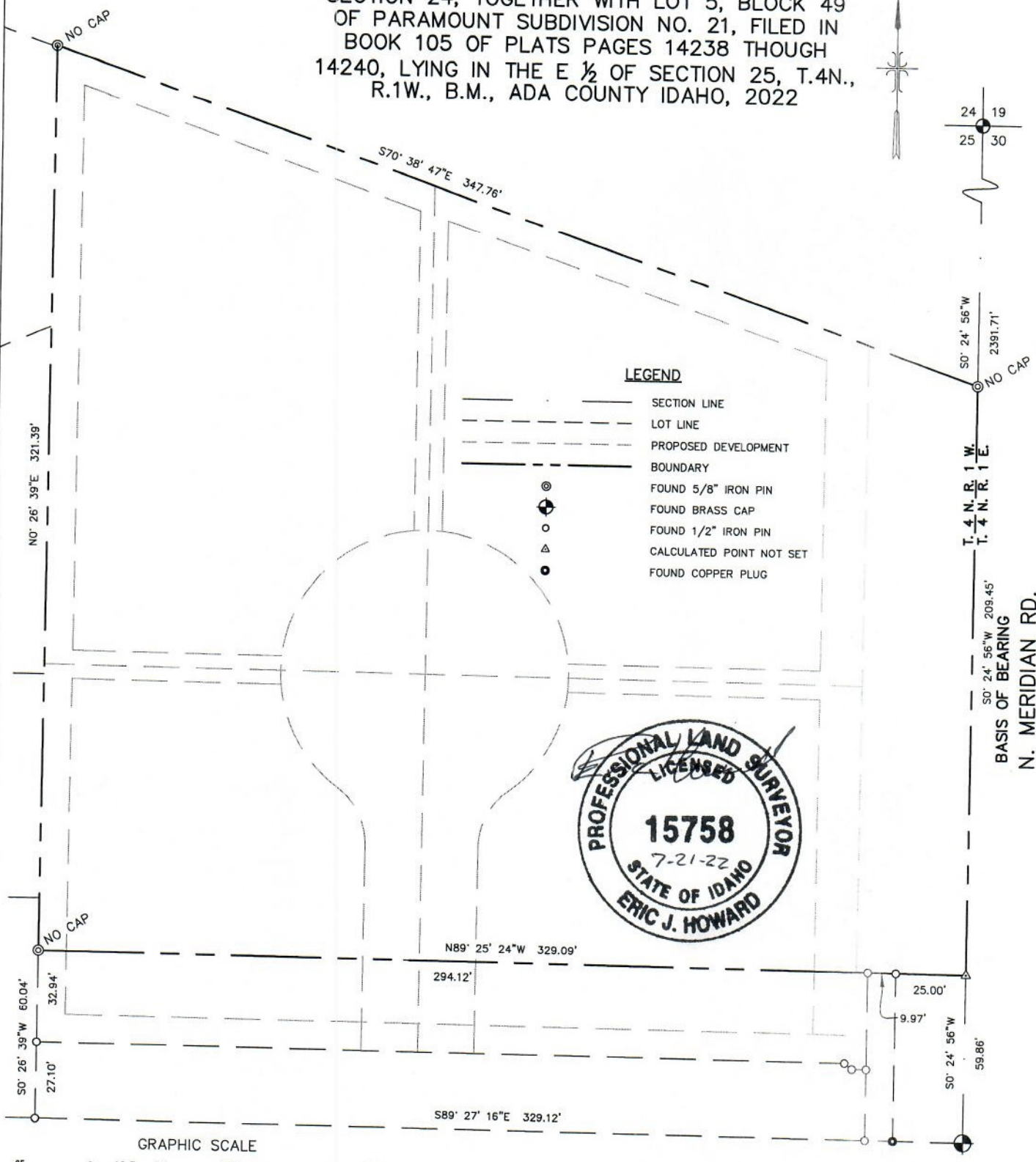
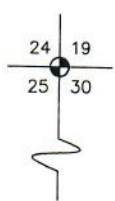
Thence N.0° 26' 39" E., 321.39 feet to a point being the north easterly most corner of lot 9 block 49 of Paramount Subdivision No. 21 and monumented by a 5/8 inch iron pin;

Thence S.70° 38' 47" E., 347.76 feet to the POINT OF BEGINNING.

Said parcel contains 2.00 acres, more or less, and is subject to all existing easements and right-of-ways of record or implied.

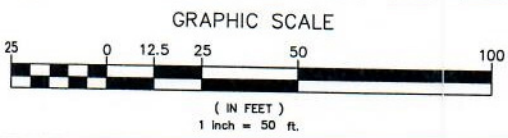


ANNEXATION EXHIBIT DRAWING SHOWING A
 PORTION OF THE S. 1/2 OF THE N.E. 1/4 OF
 SECTION 24, TOGETHER WITH LOT 5, BLOCK 49
 OF PARAMOUNT SUBDIVISION NO. 21, FILED IN
 BOOK 105 OF PLATS PAGES 14238 THOUGH
 14240, LYING IN THE E 1/2 OF SECTION 25, T.4N.,
 R.1W., B.M., ADA COUNTY IDAHO, 2022



LEGEND

- SECTION LINE
- - - LOT LINE
- - - PROPOSED DEVELOPMENT
- BOUNDARY
- ⊙ FOUND 5/8" IRON PIN
- ⊕ FOUND BRASS CAP
- FOUND 1/2" IRON PIN
- △ CALCULATED POINT NOT SET
- FOUND COPPER PLUG



W. PRODUCER DR.


 J.J. HOWARD MAPPING / SURVEYING <small>5003 N. SHARPE ST., STE. 0 / Boise, Idaho 83703 (208) 946-0017</small>	DATE: 07/21/2022	DESIGN BY: E.J.H.	SHEET: OF 1 1	ANNEXATION EXHIBIT A
	SCALE: 1" = 50'	DRAWN BY: TWW	DRAWING NO. 220111	

EXHIBIT B

**CITY OF MERIDIAN
FINDINGS OF FACT, CONCLUSIONS OF LAW
AND DECISION & ORDER**



In the Matter of the Request for Annexation of Two (2) Acres of Land with an R-8 Zoning District; and Combined Preliminary & Final Plat Consisting of Four (4) Building Lots and One (1) Common Lot on 2.22-Acres of Land in the R-8 Zoning District for Bordeaux Estates Subdivision, by J.J. Howard, LLC.

Case No(s). H-2022-0062

For the City Council Hearing Date of: June 6, 2023 (Findings on June 20, 2023)

A. Findings of Fact

1. Hearing Facts (see attached Staff Report for the hearing date of June 6, 2023, incorporated by reference)
2. Process Facts (see attached Staff Report for the hearing date of June 6, 2023, incorporated by reference)
3. Application and Property Facts (see attached Staff Report for the hearing date of June 6, 2023, incorporated by reference)
4. Required Findings per the Unified Development Code (see attached Staff Report for the hearing date of June 6, 2023, incorporated by reference)

B. Conclusions of Law

1. The City of Meridian shall exercise the powers conferred upon it by the “Local Land Use Planning Act of 1975,” codified at Chapter 65, Title 67, Idaho Code (I.C. §67-6503).
2. The Meridian City Council takes judicial notice of its Unified Development Code codified as Title 11 Meridian City Code, and all current zoning maps thereof. The City of Meridian has, by ordinance, established the Impact Area and the Comprehensive Plan of the City of Meridian, which was adopted December 17, 2019, Resolution No. 19-2179 and Maps.
3. The conditions shall be reviewable by the City Council pursuant to Meridian City Code § 11-5A.
4. Due consideration has been given to the comment(s) received from the governmental subdivisions providing services in the City of Meridian planning jurisdiction.
5. It is found public facilities and services required by the proposed development will not impose expense upon the public if the attached conditions of approval are imposed.
6. That the City has granted an order of approval in accordance with this Decision, which shall be signed by the Mayor and City Clerk and then a copy served by the Clerk upon the applicant, the Community Development Department, the Public Works Department and any affected party requesting notice.

7. That this approval is subject to the Conditions of Approval all in the attached Staff Report for the hearing date of June 6, 2023, incorporated by reference. The conditions are concluded to be reasonable and the applicant shall meet such requirements as a condition of approval of the application.

C. Decision and Order

Pursuant to the City Council's authority as provided in Meridian City Code § 11-5A and based upon the above and foregoing Findings of Fact which are herein adopted, it is hereby ordered that:

1. The applicant's request for annexation and zoning and combined preliminary and final plat is hereby approved with the requirement of a Development Agreement per the provisions in the Staff Report for the hearing date of June 6, 2023, attached as Exhibit A.

D. Notice of Applicable Time Limits

Notice of Combined Preliminary and Final Plat Duration

Please take notice that approval of a preliminary plat, combined preliminary and final plat, or short plat shall become null and void if the applicant fails to obtain the city engineer's signature on the final plat within two (2) years of the approval of the preliminary plat or the combined preliminary and final plat or short plat (UDC 11-6B-7A).

In the event that the development of the preliminary plat is made in successive phases in an orderly and reasonable manner, and conforms substantially to the approved preliminary plat, such segments, if submitted within successive intervals of two (2) years, may be considered for final approval without resubmission for preliminary plat approval (UDC 11-6B-7B).

Upon written request and filed by the applicant prior to the termination of the period in accord with 11-6B-7.A, the Director may authorize a single extension of time to obtain the City Engineer's signature on the final plat not to exceed two (2) years. Additional time extensions up to two (2) years as determined and approved by the City Council may be granted. With all extensions, the Director or City Council may require the preliminary plat, combined preliminary and final plat or short plat to comply with the current provisions of Meridian City Code Title 11. If the above timetable is not met and the applicant does not receive a time extension, the property shall be required to go through the platting procedure again (UDC 11-6B-7C).

Notice of Development Agreement Duration

The city and/or an applicant may request a development agreement or a modification to a development agreement consistent with Idaho Code section 67-6511A. The development agreement may be initiated by the city or applicant as part of a request for annexation and/or rezone at any time prior to the adoption of findings for such request.

A development agreement may be modified by the city or an affected party of the development agreement. Decision on the development agreement modification is made by the city council in accord with this chapter. When approved, said development agreement shall be signed by the property owner(s) and returned to the city within six (6) months of the city council granting the modification.

A modification to the development agreement may be initiated prior to signature of the agreement by all parties and/or may be requested to extend the time allowed for the agreement to be signed and returned to the city if filed prior to the end of the six (6) month approval period.

E. Judicial Review

Pursuant to Idaho Code § 67-6521(1)(d), if this final decision concerns a matter enumerated in Idaho Code § 67-6521(1)(a), an affected person aggrieved by this final decision may, within twenty-eight (28) days after all remedies have been exhausted, including requesting reconsideration of this final decision as provided by Meridian City Code § 1-7-10, seek judicial review of this final decision as provided by chapter 52, title 67, Idaho Code. This notice is provided as a courtesy; the City of Meridian does not admit by this notice that this decision is subject to judicial review under LLUPA.

F. Notice of Right to Regulatory Takings Analysis

Pursuant to Idaho Code §§ 67-6521(1)(d) and 67-8003, an owner of private property that is the subject of a final decision may submit a written request with the Meridian City Clerk for a regulatory takings analysis.

G. Attached: Staff Report for the hearing date of June 6, 2023

By action of the City Council at its regular meeting held on the 20th day of June, 2023.

COUNCIL PRESIDENT BRAD HOAGLUN VOTED AYE

COUNCIL VICE PRESIDENT JOE BORTON VOTED AYE

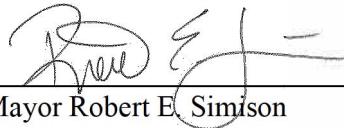
COUNCIL MEMBER JESSICA PERREAULT VOTED AYE

COUNCIL MEMBER LUKE CAVENER VOTED AYE

COUNCIL MEMBER JOHN OVERTON VOTED AYE

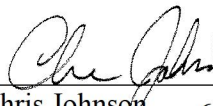
COUNCIL MEMBER LIZ STRADER VOTED AYE

MAYOR ROBERT SIMISON VOTED _____
(TIE BREAKER)




Mayor Robert E. Simison 6-20-2023

Attest:



Chris Johnson 6-20-2023
City Clerk



Copy served upon Applicant, Community Development Department, Public Works Department and City Attorney.

By:  _____ Dated: 6-20-2023
City Clerk's Office

HEARING DATE: June 6, 2023
TO: Mayor & City Council
FROM: Sonya Allen, Associate Planner
 208-884-5533
SUBJECT: Bordeaux Estates
 H-2022-0062
LOCATION: 5665 N. Meridian Rd., generally located in the northeast ¼ of Section 25, T.4N., R.1W. (Parcels #S0425142315 & R6905370210)



I. PROJECT DESCRIPTION

Annexation of two (2) acres of land with an R-8 zoning district; and combined preliminary & final plat consisting of four (4) building lots and one (1) common lot on 2.22-acres of land in the R-8 zoning district for Bordeaux Estates Subdivision.

II. SUMMARY OF REPORT

A. Project Summary

Description	Details
Acreage	2.22 acres
Future Land Use Designation	Medium Density Residential (MDR)
Existing Land Use	Rural residential
Proposed Land Use(s)	Single-family detached dwellings (3 new homes & 1 existing home)
Current Zoning	Rural Urban Transition (RUT) in Ada County & Medium-density Residential (R-8)
Proposed Zoning	R-8
Lots (# and type; bldg/common)	4 building/1 common
Phasing plan (# of phases)	1
Number of Residential Units (type of units)	4 single-family detached units
Density (gross & net)	1.8 units/acre (gross)
Open Space (acres, total [%] / buffer / qualified)	NA
Amenities	NA
Physical Features (waterways, hazards, flood plain, hillside)	None

Neighborhood meeting date	6/28/22
History (previous approvals)	A Record of Survey (#0099) was approved in 1980 on the northern parcel (#S0425142315). The southern parcel (#R6905370210) was annexed and included in the Paramount North development as Lot 5, Block 49, Paramount Sub. #21 (AZ-12-002 , Ordinance # 12-1522).

B. Community Metrics

Description	Details
Ada County Highway District	
• Staff report (yes/no)	Yes
• Requires ACHD Commission Action (yes/no)	No
• TIS (yes/no)	No (not required)
• Existing Conditions	There are (2) existing driveways via N. Meridian Rd.
• CIP/IFYWP	<ul style="list-style-type: none"> Meridian Road is scheduled in the IFYWP to be widened to 3-lanes from McMillian Road to SH-20/26 (Chinden Boulevard) with the design year in 2025 and the construction date not yet determined. Producer Drive is scheduled in the IFYWP as a community improvement project to establish new bikeway corridors, including wayfinding/bikeway signage in 2026.
Access (Arterial/Collectors/State Hwy/Local)(Existing and Proposed)	Access is proposed via a common driveway from W. Producer Dr.
Proposed Road Improvements	None
Fire Service	<i>No comments received</i>
Police Service	<i>No comments received</i>
West Ada School District	<i>No comments received</i>
Distance (elem, ms, hs)	
Capacity of Schools	
# of Students Enrolled	
Wastewater	
• Distance to Sewer Services	Directly adjacent
• Sewer Shed	
• Estimated Project Sewer ERU's	
• WRRF Declining Balance	
• Project Consistent with WW Master Plan/Facility Plan	
• Impacts/Concerns	
Water	
• Distance to Services	Directly adjacent
• Pressure Zone	
• Estimated Project Water ERU's	See application
• Water Quality Concerns	None
• Project Consistent with Water Master Plan	Yes
• Impacts/Concerns	

IV. NOTICING

	Planning & Zoning Posting Date	City Council Posting Date
Newspaper notification published in newspaper	4/19/2023	5/21/2023
Radius notification mailed to property owners within 300 feet	4/14/2023	5/12/2023
Public hearing notice sign posted on site	4/19/2023	5/18/2023
Nextdoor posting	4/14/2023	5/15/2023

V. COMPREHENSIVE PLAN ANALYSIS

LAND USE: This property is designated as Medium Density Residential (MDR) on the Future Land Use Map (FLUM) contained in the [Comprehensive Plan](#). This designation allows for dwelling units at gross densities of 3 to 8 dwelling units per acre.

The subject property is part of a larger enclave surrounded by single-family residential properties on land also designated MDR on the FLUM. The Applicant proposes a 4-lot subdivision for single-family residential detached homes at a gross density of 1.8 units per acre, which by itself is below the desired density range of the MDR designation but with the abutting Paramount subdivision development to the west and the undeveloped land to the north, the overall density is anticipated to be within the desired range for the area.

This property has limited access via a common driveway from W. Producer Dr. through an easement over land owned by the Paramount Owner’s Association. The Owner’s Association will only allow a maximum of four (4) homes to have access through the easement, thus preventing a greater density on this site. Additionally, a maximum of four (4) homes are allowed to have access from a common driveway per UDC 11-6C-3D.1. For these reasons, Staff finds the proposed development in general conformance with the Comprehensive Plan without an amendment to the FLUM.

TRANSPORTATION: The Master Street Map (MSM) does not depict any collector streets across this property. West Producer Dr. adjacent to the southern boundary of this site is a residential collector street.

Goals, Objectives, & Action Items: Staff finds the following Comprehensive Plan policies to be applicable to this application and apply to the proposed use of this property (staff analysis in *italics*):

- “Encourage a variety of housing types that meet the needs, preferences, and financial capabilities of Meridian’s present and future residents.” (2.01.02D)
The proposed single-family detached dwellings consisting of 2,500-5,558 square feet with a mix of larger lot sizes (i.e. 0.33-0.56-acre) will contribute to the variety of housing options in this area and within the City as desired.
- “Permit new development only where it can be adequately served by critical public facilities and urban services at the time of final approval, and in accord with any adopted levels of service for public facilities and services.” (3.03.03F)
City water and sewer service is available and can be extended by the developer with development in accord with UDC 11-3A-21.
- “Avoid the concentration of any one housing type or lot size in any geographical area; provide for diverse housing types throughout the City.” (2.01.01G)

The proposed larger homes on larger lots than typical will contribute to the diversity in housing types in this area. The proposed development offers a variety of lot sizes from 0.33-0.56-acre with home sizes consisting of 2,500-5,558 square feet.

- “Require all new development to create a site design compatible with surrounding uses through buffering, screening, transitional densities, and other best site design practices.” (3.07.01A)

The proposed site design with larger lot sizes will provide a good transition in density and lot sizes to abutting smaller lots to the west.

- “Encourage compatible uses and site design to minimize conflicts and maximize use of land.” (3.07.00)

The proposed and existing adjacent uses are all single-family detached residential homes, which should be generally compatible with each other, thereby reducing conflicts and maximizing use of land.

- “Support infill development that does not negatively impact the abutting, existing development. Infill projects in downtown should develop at higher densities, irrespective of existing development.” (2.02.02C)

Development of the subject property, which is part of a larger enclave area, should not negatively impact abutting existing development due to the larger lots sizes and density proposed. (This development is not downtown.)

- “Ensure development is connected to City of Meridian water and sanitary sewer systems and the extension to and through said developments are constructed in conformance with the City of Meridian Water and Sewer System Master Plans in effect at the time of development.” (3.03.03A)

The proposed development will connect to City water and sewer systems with development of the subdivision; services are required to be provided to and though this development in accord with current City plans.

- “Require pedestrian access in all new development to link subdivisions together and promote neighborhood connectivity.” (2.02.01D)

A sidewalk exists to the south along W. Producer Dr. and a sidewalk is proposed with development within the street buffer along N. Meridian Rd. Because this site is within close proximity to both of these pedestrian facilities, which provide pedestrian connectivity to adjacent developments, no other pathways are proposed or required.

- “Require urban infrastructure be provided for all new developments, including curb and gutter, sidewalks, water and sewer utilities.” (3.03.03G)

Urban sewer and water infrastructure and curb, gutter and sidewalks are required to be provided with development of the subdivision.

- “Eliminate existing private treatment and septic systems on properties annexed into the City and instead connect users to the City wastewater system; discourage the prolonged use of private treatment septic systems for enclave properties.”

With redevelopment of the site, the existing home is required to connect to City water and sewer service; the existing septic system and well should be abandoned.

- “Reduce the number of existing access points onto arterial streets by using methods such as cross-access agreements, access management, and frontage/backage roads, and promoting local and collector street connectivity.” (6.01.02B)

There are currently two (2) access points on N. Meridian Rd. for this property. With development, both of these accesses will be closed and access will be provided via a common driveway from the adjacent collector street (i.e. Producer) along the southern boundary of the site.

- “Maximize public services by prioritizing infill development of vacant and underdeveloped parcels within the City over parcels on the fringe.” (2.02.02)

Development of a portion of the larger infill area will contribute to maximizing public services.

VI. STAFF ANALYSIS

A. ANNEXATION (AZ)

The Applicant proposes to annex 2.0 acres of land with an R-8 zoning district, which is generally consistent with the MDR FLUM designation as discussed above in Section V.

A legal description and exhibit map for the annexation area is included in Section VIII.A. This property is within the City’s Area of City Impact boundary.

A combined preliminary and final plat and conceptual building elevations were submitted showing how the property is proposed to be subdivided and developed with three (3) new single-family residential detached dwellings; the existing home is proposed to remain and be remodeled (see Section VIII).

Single-family detached dwellings are listed as a principal permitted use in the R-8 zoning district per UDC Table 11-2A-2. Future development is subject to the dimensional standards listed in UDC Table [11-2A-6](#) for the R-8 zoning district.

The City may require a development agreement (DA) in conjunction with an annexation pursuant to Idaho Code section 67-6511A. **To ensure the subject property develops as proposed, Staff recommends a DA is required with the provisions discussed herein and included in Section IX.A.**

B. PRELIMINARY PLAT/FINAL PLAT(PFP):

The proposed combined preliminary/final plat consists of four (4) building lots and one (1) common lot on 2.22 acres of land in the proposed R-8 zoning district as shown in Section VIII.B. A portion of the proposed subdivision is a resubdivision of Lot 5, Block 49, Paramount Subdivision No. 21. Proposed lots range in size from 0.33-0.56-acre with home sizes consisting of 2,500-5,558 square feet. The subdivision is proposed to develop in one (1) phase.

Existing Structures/Site Improvements: There is an existing home with an attached garage and several outbuildings on the property. The existing home is proposed to remain; the attached garage and other structures are proposed to be removed. **Prior to the City Engineer’s signature on the final plat, all existing structures that don’t comply with the setbacks of the district shall be removed. The existing home will be required to obtain a new address.**

It appears the existing home will encroach 1+/- foot into the required 35-foot wide street buffer along N. Meridian Rd. If so, it’s considered a nonconforming structure and is subject to the standards listed in UDC [11-1B-5](#).

Dimensional Standards (UDC 11-2): The proposed plat, existing structures and subsequent development are required to comply with the dimensional standards listed in UDC [Table 11-2A-6](#) for the R-8 zoning district. The proposed lots comply with the dimensional standards of the district. If the existing home is unable to comply with the minimum setbacks of the district it may be deemed a

nonconforming structure as defined in UDC [11-1A-1](#). **The symbols for the “adjacent lot line” and the “easement” appear to be the same on the final plat; change one of them to another symbol.**

Access: Access is proposed via a common driveway from W. Producer Dr., a residential collector street adjacent to the southern boundary of this site. A revised common driveway exhibit was submitted as shown in Section VIII.C that complies with the standards listed in UDC [11-6C-3D](#); however, the setbacks for Lots 1 and 2 depicted on the exhibit do not all comply with the minimum setbacks for the R-8 district and a 35-foot wide landscape buffer is required, not a 25-foot wide buffer. The exhibit should be revised prior to the Council hearing to reflect compliance with the dimensional standards [i.e. the north side of Lot 2 should be the rear setback and the west side should be the side setback; the existing home appears to encroach within the rear and possibly the (south) side setback; the street buffer needs to be widened to 35 feet; and the fence along Meridian Rd. (if proposed) needs to be placed on the interior edge of the street buffer].

A perpetual ingress/egress easement shall be filed with the Ada County Recorder, which shall include a requirement for maintenance of a paved surface capable of supporting fire vehicles and equipment. A copy of such should be submitted with the final plat for City Engineer signature. Alternatively, plat note #8 could be modified to include this information. Direct access via N. Meridian Rd., an arterial street, is prohibited. The garage for the existing home accessed via N. Meridian Rd. is being removed and a new detached garage constructed, which will be accessed from the common driveway.

Use of the common driveway is dependent on obtaining an access easement from the Paramount Owner’s Association for access over Lot 2, Block 49, Paramount Sub. No. 15 and Lot 3, Block 49, Paramount Sub. No. 21. A draft of the easement was submitted that has not yet been signed and recorded. **Prior to signature on the final plat by the City Engineer, the easement shall be recorded and graphically depicted on the final plat with a recorded instrument number of the easement.**

Landscaping (UDC [11-3B](#)): A 25-foot wide street buffer is depicted on the plat along N. Meridian Rd. **The buffer is required to be widened to 35-feet in accord with UDC Table [11-2A-6](#) as Meridian Rd. is classified as an entryway corridor; the buffer should be landscaped in accord with the standards listed in UDC [11-3B-7C](#). Additional landscape design features are required within landscape buffers along entryway corridors per the standards in UDC [11-3B-7C.3f](#). The proposed buffer incorporates a 3:1 berm with a boulder wall at the back edge of the buffer at a maximum height of 3-feet.** Alternative compliance may be requested to the width of the street buffer as set forth in UDC [11-3B-7C.1c](#); however, a reduction to the buffer width shall not affect building setbacks – all structures shall be set back from the property line a minimum of the buffer width required in the district (except for nonconforming structures).

There are several existing trees on the site – where possible, existing trees are proposed to be retained; however, some will need to be removed with development as depicted on the landscape plan. Mitigation is required in accord with the standards listed in UDC [11-3B-10C.5](#); calculations demonstrating compliance with the aforementioned standards should be depicted on the landscape plan.

Common Open Space & Site Amenities (UDC [11-3G-3](#)): Because the site is below 5-acres in size, common open space is not required per UDC [11-3G-2](#).

Pathways: There are no pathways depicted on the Pathways Master Plan for this site. A 10-foot wide multi-use pathway exists within the street buffer along Producer Dr. adjacent to the south boundary of the site.

Sidewalks ([11-3A-17](#)): Five-foot wide detached sidewalks are typically required within street buffers along arterial streets. **However, because ACHD is changing policy to require detached 10-foot wide**

pathways along arterial streets in lieu of on-street bike lanes for safety reasons, Staff recommends a 10-foot wide sidewalk is required as a provision of the development agreement.

Parking: Off-street parking is required to be provided for each home based on the total number of bedrooms per unit as set forth in UDC [Table 11-3C-6](#). Because the attached garage is proposed to be removed from the existing home, Staff recommends a provision in the DA requiring a new garage to be constructed as proposed that provides parking in accord with UDC standards.

Fencing: All fencing is required to comply with the standards listed in UDC [11-3A-7](#). The landscape plan depicts existing fencing along the west boundary of the site. A 6-foot tall closed vision fence is depicted along the east boundary of the site at the back edge of the street buffer, which will need to be widened to a minimum of 35 feet. A 6-foot tall closed vision wood fence exists along the southern boundary of the site. **A 6-foot tall cedar fence is proposed along the north boundary of the site, which should be depicted on the plans.**

Waterways: There are no waterways that cross this site. Any irrigation ditches crossing this site shall be piped or otherwise covered as set forth in UDC [11-3A-6B.3](#).

Utilities (UDC [11-3A-21](#)): Connection to City water and sewer services is required in accord with UDC 11-3A-21. **The existing home is required to connect to City water and sewer service within 60 days of it becoming available and disconnect from private service, as set forth in MCC [9-1-4](#) and [9-4-8](#).**

Street lighting is required to be installed in accord with the City's adopted standards, specifications and ordinances.

Pressurized Irrigation System (UDC [11-3A-15](#)): Underground pressurized irrigation water is required to be provided to each lot within the subdivision as set forth in UDC 11-3A-15.

Storm Drainage (UDC [11-3A-18](#)): An adequate storm drainage system is required in all developments in accord with the City's adopted standards, specifications and ordinances. Design and construction shall follow best management practice as adopted by the City as set forth in UDC 11-3A-18. A [storm drainage report](#) and [Geotechnical Engineering Evaluation](#) was submitted with this application.

Building Elevations: One (1) conceptual building elevation for Lots 2, 3 and 5 and one (1) conceptual elevation of the remodeled existing home on Lot 1 with a new addition and detached garage in a modern farmhouse design was submitted as shown in Section VIII.F. Building materials consist of hardi or LP board & batten siding mixed with 8" lap siding, merril stone and natural wood accents, and architectural asphalt shingles with standing seam metal roof accents. Design review is not required for single-family detached structures. However, because the rear and/or sides of homes facing N. Meridian Rd. and W. Producer Dr. will be highly visible, those elevations should incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from adjacent public streets.

VII. DECISION

A. Staff:

Staff recommends approval of the proposed annexation with the requirement of a Development Agreement, and combined preliminary and final plat per the provisions in Section IX in accord with the Findings in Section X.

B. The Meridian Planning & Zoning Commission heard these items on May 4, 2023. At the public hearing, the Commission moved to recommend approval of the subject AZ and PFP requests.

1. Summary of Commission public hearing:

- a. In favor: Michael Jobes, 2 North Homes
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: None
 - e. Staff presenting application: Sonya Allen
 - f. Other Staff commenting on application: None
 - 2. Key issue(s) of public testimony:
 - a. None
 - 3. Key issue(s) of discussion by Commission:
 - a. Consensus that the proposed development, including the density, is appropriate for this property.
 - 4. Commission change(s) to Staff recommendation:
 - a. None
 - 5. Outstanding issue(s) for City Council:
- C. The Meridian City Council heard these items on June 6, 2023. At the public hearing, the Council moved to approve the subject AZ and PP requests.
- 1. Summary of the City Council public hearing:
 - a. In favor: Eric Howard, JJ Howard
 - b. In opposition: None
 - c. Commenting: None
 - d. Written testimony: None
 - e. Staff presenting application: Sonya Allen
 - f. Other Staff commenting on application: None
 - 2. Key issue(s) of public testimony:
 - a. None
 - 3. Key issue(s) of discussion by City Council:
 - a. None
 - 4. City Council change(s) to Commission recommendation:
 - a. At Staff's request, modify DA provision #A.1e to require the new garage for the existing home to be constructed prior to City Engineer signature on the final plat.

VIII. EXHIBITS

A. Annexation Legal Description and Exhibit Map

ANNEXATION
FOR
2 NORTH HOMES

A parcel of land lying in the S 1/2 of the NE 1/4 of Section 25, Township 4 North, Range 1 West, Boise Meridian, Ada County, Idaho, said parcel being more particularly described as follows:

Commencing at a Brass Cap marking the NE corner of Section 25; thence along the East Section line S.0° 24' 56" W., 2,391.71 feet to a point monumented by a 5/8 inch iron pin, said point being the POINT OF BEGINNING;

Thence S.0° 24' 56" W., continuing along the east line of Section 25 209.45 feet to a point;

Thence N 89° 25' 24" W along the north line of lots 4 and 5 block 49 of Paramount Subdivision No. 21 329.09 feet to a point monumented by a 5/8 inch iron pin;

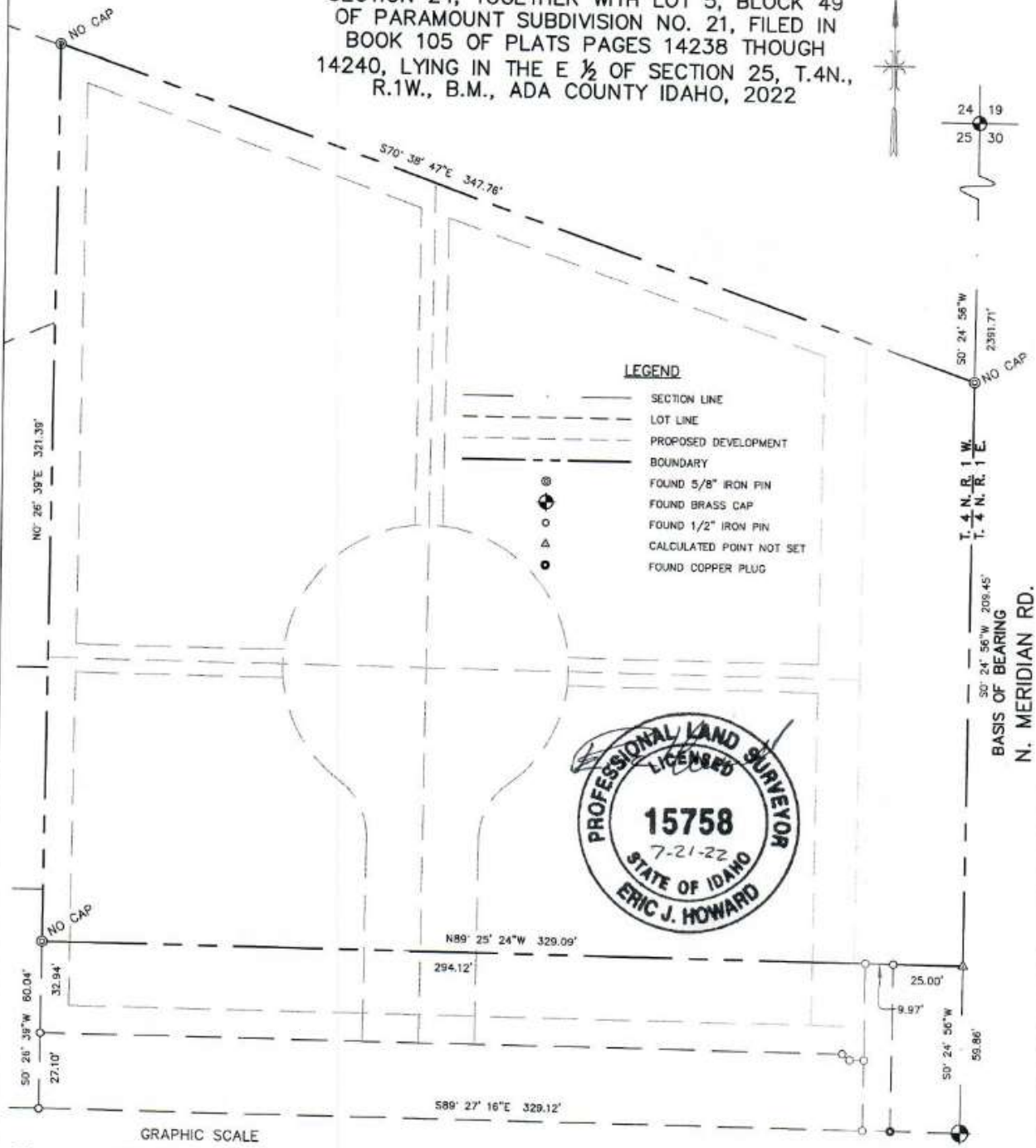
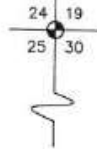
Thence N.0° 26' 39" E., 321.39 feet to a point being the north easterly most corner of lot 9 block 49 of Paramount Subdivision No. 21 and monumented by a 5/8 inch iron pin;

Thence S.70° 38' 47" E., 347.76 feet to the POINT OF BEGINNING.

Said parcel contains 2.00 acres, more or less, and is subject to all existing easements and right-of-ways of record or implied.

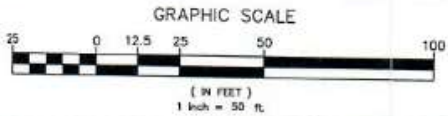


ANNEXATION EXHIBIT DRAWING SHOWING A PORTION OF THE S. 1/2 OF THE N.E. 1/4 OF SECTION 24, TOGETHER WITH LOT 5, BLOCK 49 OF PARAMOUNT SUBDIVISION NO. 21, FILED IN BOOK 105 OF PLATS PAGES 14238 THOUGH 14240, LYING IN THE E 1/2 OF SECTION 25, T.4N., R.1W., B.M., ADA COUNTY IDAHO, 2022




LEGEND

- SECTION LINE
- - - LOT LINE
- · - · - PROPOSED DEVELOPMENT
- · - · - BOUNDARY
- ⊗ FOUND 5/8" IRON PIN
- ⊕ FOUND BRASS CAP
- △ FOUND 1/2" IRON PIN
- CALCULATED POINT NOT SET
- FOUND COPPER PLUG

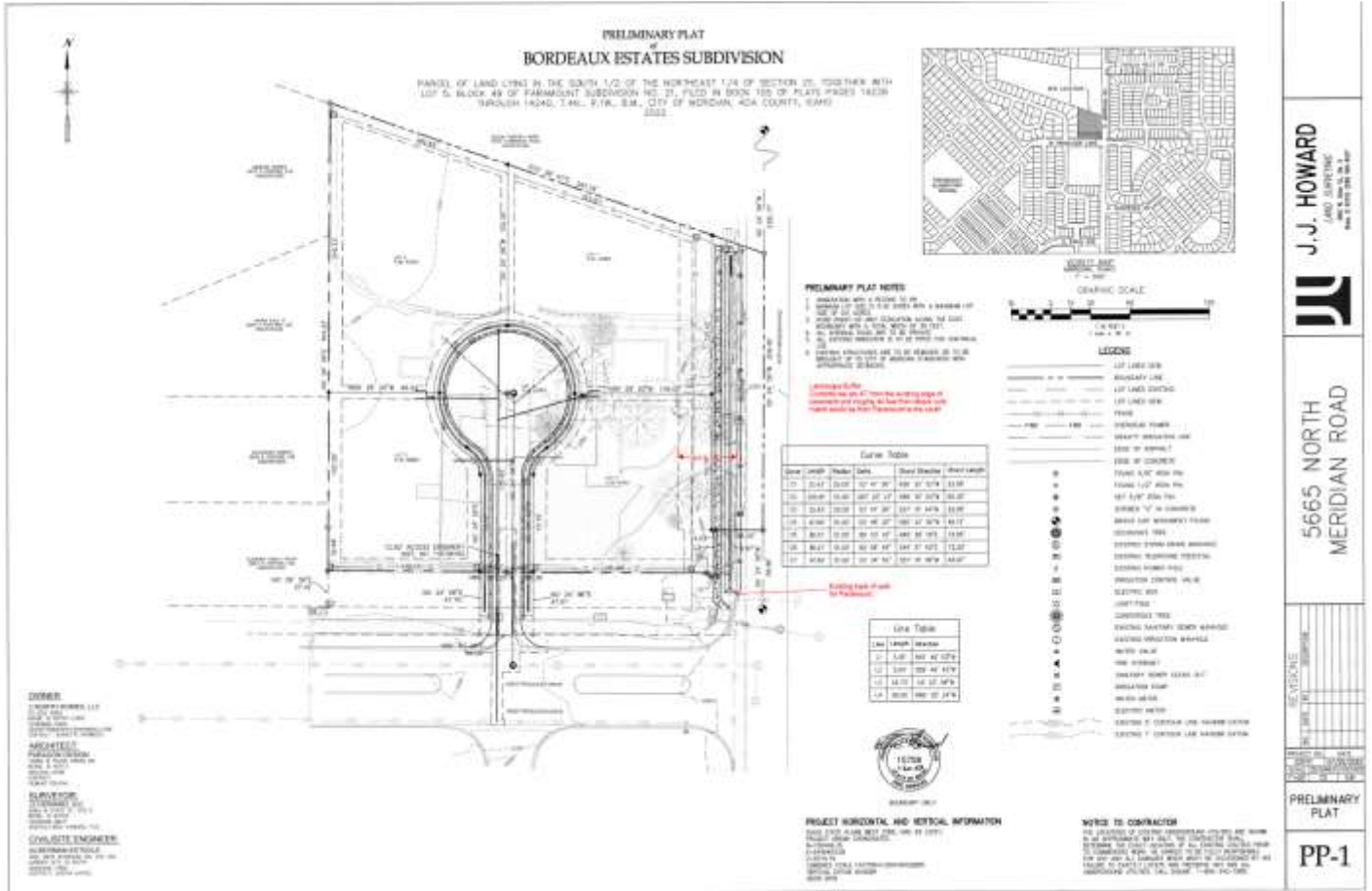


W. PRODUCER DR.

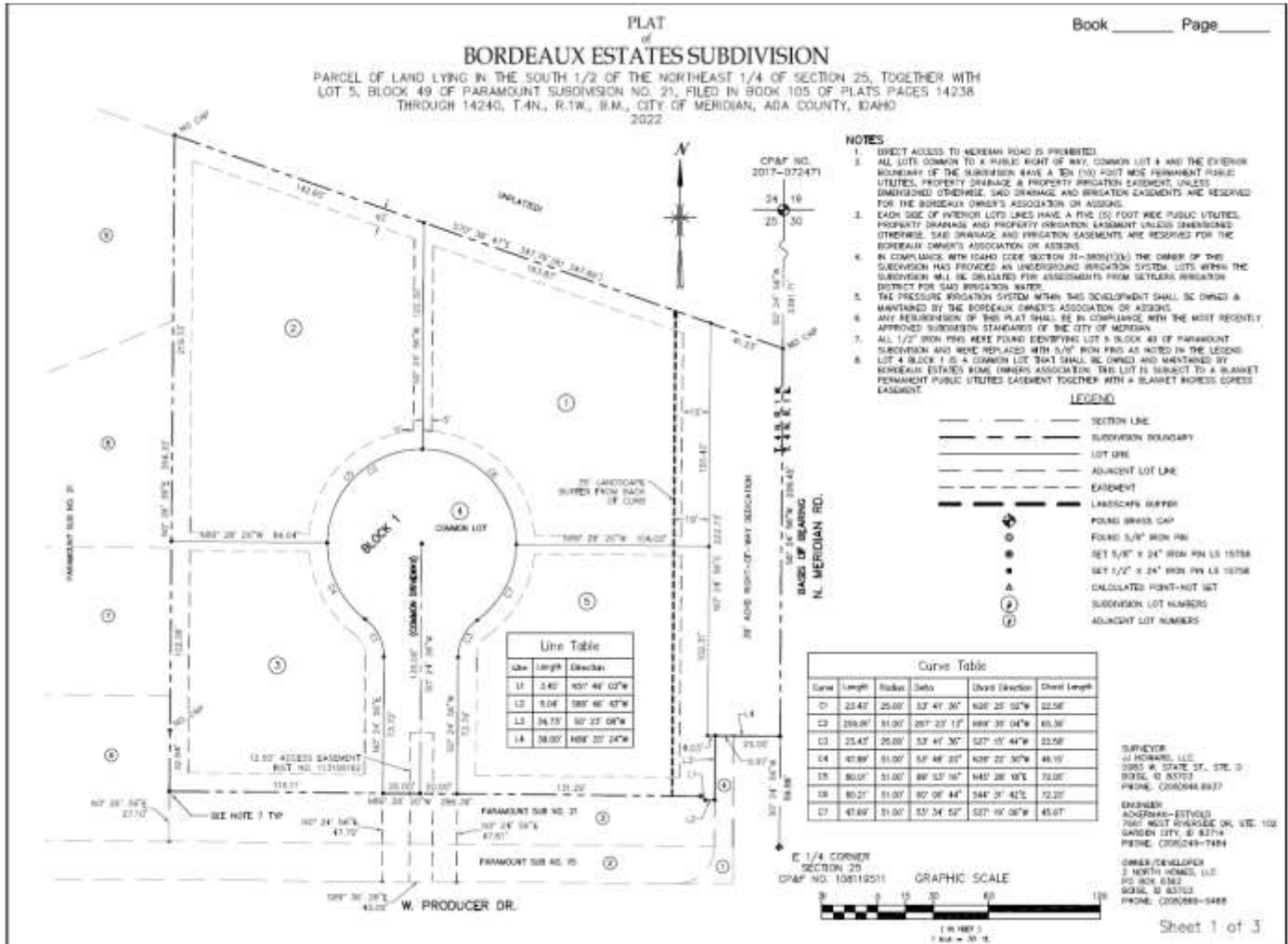
N. MERIDIAN RD.
BASIS OF BEARING
30° 24' 56" W 208.45'

 J.J. HOWARD MAPPING / SURVEYING <small>2022 N. JOHNSON ST., SUITE 10 / Boise, Idaho 83702 (208) 344-8827</small>	DATE: 07/21/2022	DESIGN BY: E.J.H.	SHEET: OF 1 1	ANNEXATION EXHIBIT A
	SCALE: 1" = 50'	DRAWN BY: TWW	DRAWING NO. 220111	

B. Preliminary Plat (dated: 1/20/23)

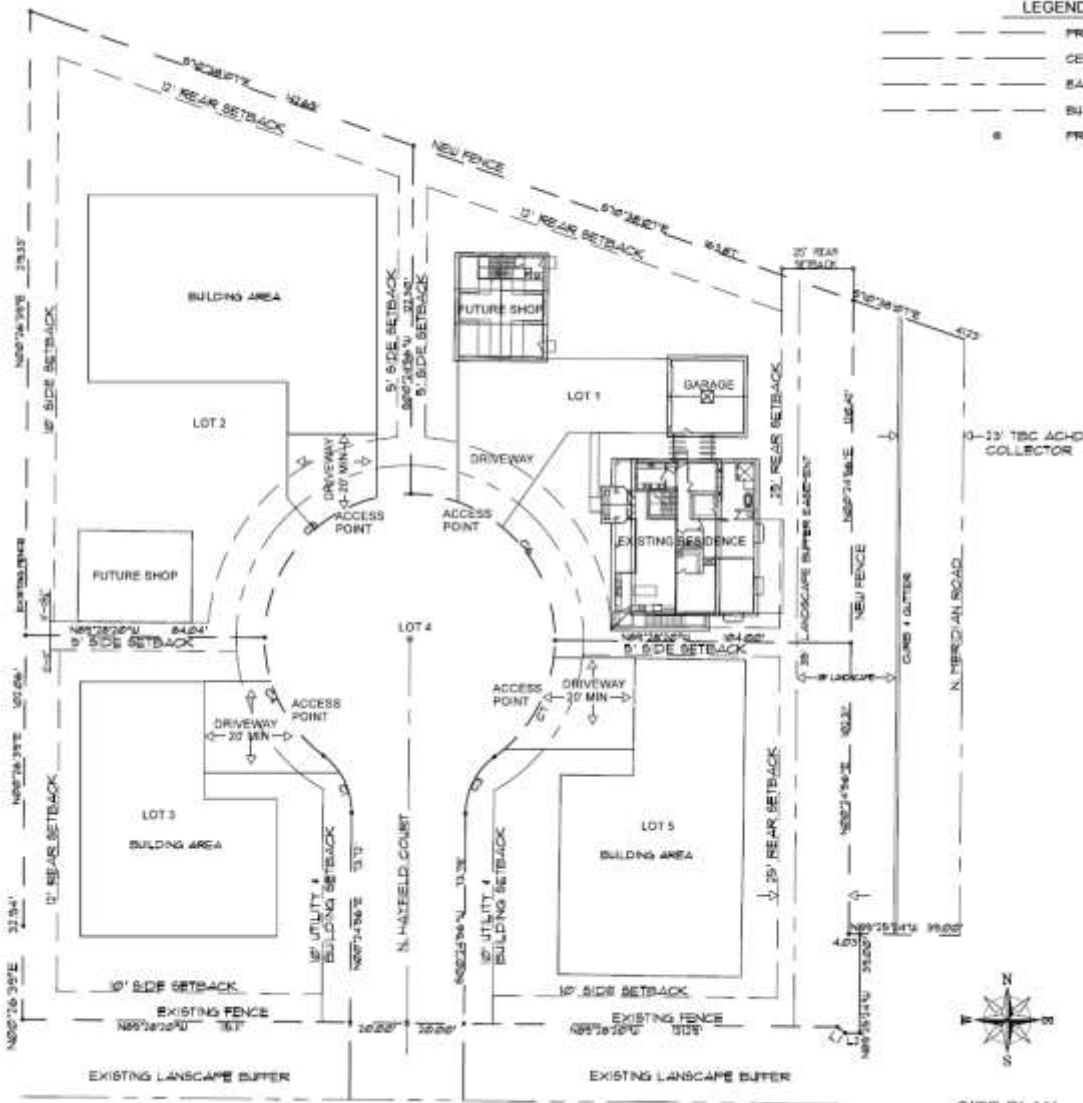


C. Final Plat (dated: 4/20/2023) REVISED



D. Common Driveway Exhibit – REVISED

BORDEAUX ESTATES SUBDIVISION



LEGEND

- PROPERTY LINE
- - - CENTERLINE
- - - EASEMENT LINE
- - - BUILDING SETBACK LINE
- PROPERTY CORNER



SITE PLAN
SCALE 1" = 30'

THIS PLAN IS PREPARED BY THE DESIGNER FOR THE CLIENT AND IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF THE DESIGNER. THE DESIGNER ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS PLAN OR FROM ANY INFORMATION CONTAINED HEREIN. THE DESIGNER'S LIABILITY IS LIMITED TO THE PROFESSIONAL SERVICES PROVIDED BY THE DESIGNER.

Paragon Designs LLC
 Michael Dougal • Designer
 1001 W. State Street, Hwy 44+54gpa, Idaho Falls
 ID 83415 208-337-7101 paragondesignsllc.com

2 North Homes LLC.
 PO Box 10718 Boise ID 83714
 208 555 5555
 208 555 5555
 info@2northhomes.com
 2021-2023


2 NORTH
 HOMES


 BUILDING FOOTPRINT

PROJECT: N. HAYFIELD
 DATE: 02/27/2023
 REVISIONS: 05/03/2023
 DRAWN BY: H.M.D.
 SHEET # **S-1**

F. Conceptual Building Elevations

Lot 1 Existing House/ Remodel and Addition

(Change front of home to access private drive).
New Addition and Detached Garage with Pergola
3838 SF (1st and 2nd Floor)
1220 SF (Basement)



Lots 2, 3, 5 Proposed New Homes

2,500- 3,500 SF



Design Criteria:

Modern Farmhouse Design

Exterior Finishes:

Architectural Asphalt Shingles (Main Roofs)

Standing Seam Metal Roofs (Shed Roofs)

Black Exterior Windows

Natural Wood Elements (Posts and Accents)

Siding- Hardie or LP Board & Batten Siding/ Mixed with 8" Lap Siding

Merrill Stone Natural

IX. CITY/AGENCY COMMENTS & CONDITIONS

~~The Applicant shall revise the common driveway exhibit in Section VIII.D per the analysis in Section VI.B prior to the City Council hearing.~~

A. PLANNING DIVISION

1. A Development Agreement (DA) is required as a provision of annexation of this property. Prior to approval of the annexation ordinance, a DA shall be entered into between the City of Meridian, the property owner(s) at the time of annexation ordinance adoption, and the developer.

Currently, a fee of \$303.00 shall be paid by the Applicant to the Planning Division prior to commencement of the DA. The DA shall be signed by the property owner and returned to the Planning Division within six (6) months of the City Council granting the annexation. The DA shall, at minimum, incorporate the following provisions *IF* City Council determines annexation is in the best interest of the City:
 - a. Future development of this site shall be generally consistent with the combined preliminary/final plat, common driveway exhibit, landscape plan and conceptual building elevations included in Section VIII and the provisions contained herein.
 - b. The existing home shall connect to City water and sewer service within 60 days of it becoming available and disconnect from private service, as set forth in MCC [9-1-4](#) and [9-4-8](#).
 - c. The address of the existing home shall change with development.
 - d. Provide a 10-foot wide detached sidewalk within the required street buffer along N. Meridian Rd.
 - e. A new garage for the existing home shall be constructed in accord with the off-street parking standards listed in UDC [Table 11-3C-6](#) for single-family detached dwellings prior to City Engineer signature on the final plat.
 - f. The rear and/or sides of homes facing N. Meridian Rd. and W. Producer Dr. shall incorporate articulation through changes in two or more of the following: modulation (e.g. projections, recesses, step-backs, pop-outs), bays, banding, porches, balconies, material types, or other integrated architectural elements to break up monotonous wall planes and roof lines that are visible from the subject public streets.
2. The final plat submitted for City Engineer signature shall include the following revisions:
 - a. Depict a 35-foot wide street buffer along N. Meridian Rd., an entryway corridor, per UDC Table [11-2A-6](#), in a permanent dedicated buffer or a common lot. The buffer shall be measured from the ultimate curb location as anticipated by ACHD.
 - b. Depict a 10-foot wide detached sidewalk within the street buffer along N. Meridian Rd. with an average minimum separation of greater than four (4) feet to back of curb.
 - c. Note #8: Modify the blanket ingress-egress easement to include the requirement for maintenance of a paved surface capable of supporting fire vehicles and equipment; or, submit a copy of a separate recorded easement as noted below in condition #5.
 - d. Depict the location of the ingress-egress easement over Lot 2, Block 49, Paramount Sub. No. 15 and Lot 3, Block 49, Paramount Sub. No. 21 and include the recorded instrument number of the easement.
 - e. The symbols for the “adjacent lot line” and the “easement” appear to be the same on the final plat; change one of them to another symbol.

3. The landscape plan submitted with the final plat for City Engineer signature shall include the following revisions:
 - a. Depict a 35-foot wide street buffer along N. Meridian Rd., an entryway corridor, per UDC Table [11-2A-6](#), measured from the ultimate curb location as anticipated by ACHD, landscaped in accord with the standards listed in UDC [11-3B-7C](#). Depict additional landscape design features within the buffer in accord with the entryway corridor standards in UDC [11-3B-7C.3f](#). Also, depict the future curb location as anticipated by ACHD.
 - b. Include mitigation information for all existing trees being removed from the site in accord with the standards listed in UDC [11-3B-10C.5](#).
 - c. Depict a 6-foot tall wood fence along the northern boundary of the site as proposed.
 - d. Depict fencing (if proposed) at the interior edge of the street buffer along N. Meridian Rd.
4. The common driveway shall comply with the standards listed in UDC [11-6C-3D](#) and the common driveway exhibit in Section VIII.D.
5. All irrigation ditches crossing this site shall be piped or otherwise covered as set forth in UDC [11-3A-6B.3](#).
6. A perpetual ingress/egress easement shall be filed with the Ada County Recorder, which shall include a requirement for maintenance of a paved surface capable of supporting fire vehicles and equipment. A copy of such should be submitted with the final plat for City Engineer signature. *Alternatively, modify plat note #8 as noted above in condition #2c.*
7. All existing structures, excluding the existing home, that don't comply with the setbacks of the R-8 zoning district listed in UDC [Table 11-2A-6](#) shall be removed from the site prior to submittal of the final plat for City Engineer signature. If the existing home encroaches within the required setback along N. Meridian Rd., it shall be deemed a nonconforming structure subject to the standards listed in UDC [11-1B-5](#).
8. Approval of a combined preliminary and final plat shall become null and void if the applicant fails to obtain the city engineer's signature on the final plat within two (2) years of the approval of the combined preliminary and final plat. Upon written request and filing by the applicant prior to the termination of the period, the director may authorize a single extension of time to obtain the city engineer's signature on the final plat not to exceed two (2) years. Additional time extensions up to two (2) years as determined and approved by the City Council may be granted. With all extensions, the director or City Council may require the preliminary plat, combined preliminary and final plat or short plat to comply with the current provisions of this title.

B. PUBLIC WORKS

1. Site Specific Conditions of Approval

- 1.1 A streetlight plan will be required for the development of this property.
- 1.2 Provide second valve on 12" main in W. Producer Drive to the east side of the connection point.
- 1.3 Water and sewer in parallel require a minimum 30' easement
- 1.4 If a well is located on the site it must be abandoned per regulatory requirements.
- 1.5 Do not have bends in the ROW for the water service line. In this case it will be allowed to have the service tie into the main at an angle that is not perpendicular to the main. Also make sure the proper separation between water and sewer services is provided.
- 1.6 Sewer services must be 90 degrees to the main or connected to the manhole.

2. General Conditions of Approval

- 2.1 Applicant shall coordinate water and sewer main size and routing with the Public Works Department, and execute standard forms of easements for any mains that are required to provide service outside of a public right-of-way. Minimum cover over sewer mains is three feet, if cover from top of pipe to sub-grade is less than three feet than alternate materials shall be used in conformance of City of Meridian Public Works Departments Standard Specifications.
- 2.2 Per Meridian City Code (MCC), the applicant shall be responsible to install sewer and water mains to and through this development. Applicant may be eligible for a reimbursement agreement for infrastructure enhancement per MCC 8-6-5.
- 2.3 The applicant shall provide easement(s) for all public water/sewer mains outside of public right of way (include all water services and hydrants). The easement widths shall be 20-feet wide for a single utility, or 30-feet wide for two. The easements shall not be dedicated via the plat, but rather dedicated outside the plat process using the City of Meridian's standard forms. The easement shall be graphically depicted on the plat for reference purposes. Submit an executed easement (on the form available from Public Works), a legal description prepared by an Idaho Licensed Professional Land Surveyor, which must include the area of the easement (marked EXHIBIT A) and an 8 1/2" x 11" map with bearings and distances (marked EXHIBIT B) for review. Both exhibits must be sealed, signed and dated by a Professional Land Surveyor. DO NOT RECORD. Add a note to the plat referencing this document. All easements must be submitted, reviewed, and approved prior to development plan approval.
- 2.4 The City of Meridian requires that pressurized irrigation systems be supplied by a year-round source of water (MCC 9-1-28.C). The applicant should be required to use any existing surface or well water for the primary source. If a surface or well source is not available, a single-point connection to the culinary water system shall be required. If a single-point connection is utilized, the developer will be responsible for the payment of assessments for the common areas prior to receiving development plan approval.
- 2.5 All existing structures that are required to be removed shall be prior to signature on the final plat by the City Engineer. Any structures that are allowed to remain shall be subject to evaluation and possible reassignment of street addressing to be in compliance with MCC.
- 2.6 All irrigation ditches, canals, laterals, or drains, exclusive of natural waterways, intersecting, crossing or laying adjacent and contiguous to the area being subdivided shall be addressed per UDC 11-3A-6. In performing such work, the applicant shall comply with Idaho Code 42-1207 and any other applicable law or regulation.
- 2.7 Any wells that will not continue to be used must be properly abandoned according to Idaho Well Construction Standards Rules administered by the Idaho Department of Water Resources. The Developer's Engineer shall provide a statement addressing whether there are any existing wells in the development, and if so, how they will continue to be used, or provide record of their abandonment.
- 2.8 Any existing septic systems within this project shall be removed from service per City Ordinance Section 9-1-4 and 9 4 8. Contact Central District Health for abandonment procedures and inspections (208)375-5211.
- 2.9 Street signs are to be in place, sanitary sewer and water system shall be approved and activated, road base approved by the Ada County Highway District and the Final Plat for this subdivision shall be recorded, prior to applying for building permits.
- 2.10 A letter of credit or cash surety in the amount of 110% will be required for all uncompleted fencing, landscaping, amenities, etc., prior to signature on the final plat.

- 2.11 All improvements related to public life, safety and health shall be completed prior to occupancy of the structures. Where approved by the City Engineer, an owner may post a performance surety for such improvements in order to obtain City Engineer signature on the final plat as set forth in UDC 11-5C-3B.
- 2.12 Applicant shall be required to pay Public Works development plan review, and construction inspection fees, as determined during the plan review process, prior to the issuance of a plan approval letter.
- 2.13 It shall be the responsibility of the applicant to ensure that all development features comply with the Americans with Disabilities Act and the Fair Housing Act.
- 2.14 Applicant shall be responsible for application and compliance with any Section 404 Permitting that may be required by the Army Corps of Engineers.
- 2.15 Developer shall coordinate mailbox locations with the Meridian Post Office.
- 2.16 Compaction test results shall be submitted to the Meridian Building Department for all building pads receiving engineered backfill, where footing would sit atop fill material.
- 2.17 The design engineer shall be required to certify that the street centerline elevations are set a minimum of 3-feet above the highest established peak groundwater elevation. This is to ensure that the bottom elevation of the crawl spaces of homes is at least 1-foot above.
- 2.18 The applicants design engineer shall be responsible for inspection of all irrigation and/or drainage facility within this project that do not fall under the jurisdiction of an irrigation district or ACHD. The design engineer shall provide certification that the facilities have been installed in accordance with the approved design plans. This certification will be required before a certificate of occupancy is issued for any structures within the project.
- 2.19 At the completion of the project, the applicant shall be responsible to submit record drawings per the City of Meridian AutoCAD standards. These record drawings must be received and approved prior to the issuance of a certification of occupancy for any structures within the project.
- 2.20 A street light plan will need to be included in the civil construction plans. Street light plan requirements are listed in section 6-5 of the Improvement Standards for Street Lighting. A copy of the standards can be found at http://www.meridiancity.org/public_works.aspx?id=272.
- 2.21 The City of Meridian requires that the owner post to the City a performance surety in the amount of 125% of the total construction cost for all incomplete sewer, water and reuse infrastructure prior to final plat signature. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.
- 2.22 The City of Meridian requires that the owner post to the City a warranty surety in the amount of 20% of the total construction cost for all completed sewer, water and reuse infrastructure for duration of two years. This surety will be verified by a line item cost estimate provided by the owner to the City. The surety can be posted in the form of an irrevocable letter of credit, cash deposit or bond. Applicant must file an application for surety, which can be found on the Community Development Department website. Please contact Land Development Service for more information at 887-2211.

C. NAMPA & MERIDIAN IRRIGATION DISTRICT (NMID)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=290741&dbid=0&repo=MeridianCity>

D. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=291407&dbid=0&repo=MeridianCity>

E. ADA COUNTY DEVELOPMENT SERVICES (ACDS)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=290567&dbid=0&repo=MeridianCity>

F. IDAHO TRANSPORTATION DEPARTMENT (ITD)

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=293548&dbid=0&repo=MeridianCity>

G. ADA COUNTY HIGHWAY DISTRICT (ACHD)

TIS: <https://weblink.meridiancity.org/WebLink/DocView.aspx?id=290366&dbid=0&repo=MeridianCity>

<https://weblink.meridiancity.org/WebLink/DocView.aspx?id=290371&dbid=0&repo=MeridianCity>

X. FINDINGS

A. Annexation and/or Rezone (UDC 11-5B-3E)

Required Findings: Upon recommendation from the commission, the council shall make a full investigation and shall, at the public hearing, review the application. In order to grant an annexation and/or rezone, the council shall make the following findings:

1. The map amendment complies with the applicable provisions of the comprehensive plan;

The City Council finds the Applicant's request to annex the subject property with R-8 zoning and develop single-family detached dwellings on the site at a gross density of 1.9 units per acre is generally consistent with the Comprehensive Plan per the analysis in Section V.

2. The map amendment complies with the regulations outlined for the proposed district, specifically the purpose statement;

The City Council finds the proposed map amendment to R-8 and development generally complies with the purpose statement of the residential districts in that it will contribute to the range of housing opportunities available in the City consistent with the Comprehensive Plan.

3. The map amendment shall not be materially detrimental to the public health, safety, and welfare;

The City Council finds the proposed map amendment should not be detrimental to the public health, safety and welfare as the proposed residential uses should be compatible with adjacent single-family residential homes/uses also zoned R-8 in the area.

4. The map amendment shall not result in an adverse impact upon the delivery of services by any political subdivision providing public services within the city including, but not limited to, school districts; and

The City Council finds City services are available to be provided to this development. Comments were not received from WASD on this application but due to the small number of lots proposed, the impact should be minimal.

5. The annexation (as applicable) is in the best interest of city.

The City Council finds the proposed annexation is in the best interest of the city.

B. Combined Preliminary/Final Plat (UDC 11-6B-6)

In consideration of a preliminary plat, combined preliminary and final plat, or short plat, the decision-making body shall make the following findings: (Ord. 05-1170, 8-30-2005, eff. 9-15-2005)

1. The plat is in conformance with the comprehensive plan and is consistent with this unified development code; (Ord. 08-1372, 7-8-2008, eff. 7-8-2008)

The City Council finds the proposed plat is in conformance with the UDC and generally conforms with the Comprehensive Plan.

2. Public services are available or can be made available and are adequate to accommodate the proposed development;

The City Council finds public services can be made available to the subject property and will be adequate to accommodate the proposed development.

3. The plat is in conformance with scheduled public improvements in accord with the city's capital improvement program;

The City Council finds the proposed right-of-way dedication for the expansion of N. Meridian Rd. is in conformance with the IFYWP to widen Meridian Rd. to 3-lanes from McMillan Rd. to SH-20/26 (Chinden Blvd.).

4. There is public financial capability of supporting services for the proposed development;

The City Council finds there is public financial capability of supporting services for the proposed development.

5. The development will not be detrimental to the public health, safety or general welfare; and

The City Council finds the proposed development will not be detrimental to the public health, safety or general welfare.

6. The development preserves significant natural, scenic or historic features. (Ord. 05-1170, 8-30-2005, eff. 9-15-2005)

The City Council is unaware of any significant natural, scenic or historic features that need to be preserved with this development.